

Nursery Agreement

Wetherby Pembridge Minors, Holland Park Nursery School

Wetherby Pembridge Minors, Holland Park Nursery School terms and conditions

1 Terminology

- 1.1 **The Nursery or We or Us:** means Alpha Plus Group Limited trading as Wetherby Pembridge Minors, Holland Park Nursery School as now or in the future constituted (and any successor).
- 1.2 **The Head:** is responsible for the day to day running of the Nursery.
- 1.3 **Nursery Premises:** means the premises from which the Nursery operates.
- 1.4 **The Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.
- 1.6 **The Child:** is the child named on the acceptance form.
- 1.7 **Term:** means the period between and including the first and last days of the relevant Nursery term.

2 The Nursery

- 2.1 **Our aims:** The Nursery is a constantly developing community of children, staff and parents. We aim to provide a happy and secure environment in which each child can develop at his / her own pace. The Parents are expected to give their support and encouragement to the aims of the Nursery and to uphold and promote its good name and to ensure that the Child maintains appropriate standards of punctuality, behaviour, discipline and hygiene.
- 2.2 **The Child's health:** The Parents must inform the Nursery if the Child has any known medical condition or health problem or has been in contact with an infectious or contagious disease. The Child must not be brought to the Nursery if unwell.

3 Entry to the Nursery

- 3.1 **Registration of interest:** The Child will be considered for Entry to the Nursery when the application form and non-refundable Registration Fee has been completed and returned to the Nursery.
- 3.2 **Admission:** occurs when the Parents accept the offer of a place by the Nursery and they complete the acceptance form. Admission to the Nursery will be subject to the availability of a place. A deposit (**Acceptance Deposit**) as shown in the Sessions and Fees List will also be payable when the Parents return this form. The Acceptance Deposit will be retained in the general funds of the Nursery until the Child leaves and will be repaid without interest following the Child's departure less disbursements and subject to payment of all other sums due to the Nursery. Please also see clause 7.3.
- 3.3 **Entry:** is the date when the Child attends the Nursery for the first time under these terms and conditions.

- 3.4 **Variations:** these terms and conditions are subject to change from time to time to reflect changes in the law or custom and practice at the Nursery.
- 3.5 **Change:** The Nursery reserves the right to make changes to the curriculum or to the structure and composition of classes or to the length of the nursery day. Notice of any significant change and reasons for the change will be given as soon as practicable but on occasions it will be less than one Term.
- 4 **Fees**
- 4.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit, extras such as additional tuition, clothing and equipment, photographs or other items ordered by the Parents or charges arising in respect of visits, or damage where the Child alone or with others has caused wilful loss or damage to Nursery property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.
- 4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the Nursery. Except where a separate agreement has been made between the Parents and the Nursery for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the Nursery Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The Nursery reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.
- 4.3 **Third party arrangements:** An agreement with a third party (such as an employer, grandparent or step-parent without Parental Responsibility) to pay the Fees or any other sum due to the Nursery does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Finance Director. The Nursery reserves the right to refuse a payment from a third party.
- 4.4 **Indemnity:** If the Nursery is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the Nursery against all losses, expenses (including legal expenses) and interest suffered or incurred by the Nursery.
- 4.5 **Free places:** Where all or part of the Fees are funded by a Nursery Education Grant, the Parents must pay for any sessions or services provided which are not covered by the Grant. If the Parents are liable to pay fees in lieu of notice they agree that the Nursery is unable to claim funding for sessions which would have been free during the Term of Notice.
- 4.6 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
- 4.6.1 the Child is absent through illness; or
 - 4.6.2 a month is shortened due to such events as bank holidays, the Child's absence, or where the Child's vacation is extended or
 - 4.6.3 the Nursery is temporarily closed due to adverse weather conditions or due to an event beyond its reasonable control; or

- 4.6.4 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

These provisions are necessary to enable the School to properly budget and resource itself and to ensure that the cost of individual default does not fall on other parents.

- 4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the Nursery, simple interest may be charged on a day to day basis on Fees which are unpaid. The rate of interest charged will be at up to 8% per annum over the base rate of the Bank of England accruing on a daily basis which represents a genuine pre-estimate of the cost to the Nursery of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Nursery in the recovery of any unpaid Fees regardless of the value of the Nursery's claim.
- 4.8 **Exclusion for non-payment:** The Child may be excluded from the Nursery on three days' notice when Fees are unpaid or evidence of the identity of the payer or the source of the funds is not provided following a reasonable request. The Child will be deemed withdrawn without notice 28 days after exclusion if payment is not received or evidence requested is not provided.

5 **Pastoral care**

- 5.1 **Welfare of the Child:** We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Nursery community and the rights and freedoms of others.
- 5.2 **Physical contact:** The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress or to maintain safety and good order, or in connection with the Child's health and welfare.
- 5.3 **Concerns or complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Head. A copy of the Nursery's complaints procedure can be viewed on the School website.
- 5.4 **Disclosures:** The Parents must, as soon as possible, disclose to the Nursery in confidence any known medical condition, health problem or allergy affecting the Child, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.
- 5.5 **Special precautions:** The Head must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.
- 5.6 **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the Nursery, as the Nursery does not accept responsibility for loss or damage to such items. A comforter will be allowed. The Parents are asked to supply the Nursery with named sun cream in the spring and summer for use on their Child only and may be required to sign a consent form to permit the Nursery to use sun cream on their child.
- 5.7 **Uniform:** The Child must wear named Nursery uniform for all sessions.
- 5.8 **Collection:** The Child must either be collected by one of the Parents or an alternative collector who is listed in the application form. The Parents must supply information in

accordance with the Nursery's security procedures for collection as required by the Nursery from time to time. This may include, but is not limited to, supplying photographs of the collector and / or a password.

- 5.9 **Dietary requirements:** The Parents should advise the Nursery in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Child does not come into contact with certain foods.
- 5.10 **Transport:** The Parents consent to the Child travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 5.11 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the Nursery to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from the Nursery. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section 7.
- 5.12 **Photographs or images:** The Nursery may obtain and use photographs or images of the Child for:
- 5.12.1 use in the Nursery's promotional material such as the prospectus, the website or social media;
 - 5.12.2 press and media purposes;
 - 5.12.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Child without the Parents' consent. The Nursery may seek specific consent from the Parents before using a photograph or video recording where the Nursery considers that the use is more privacy intrusive.

- 5.13 **Request for confidentiality:** The Parents may ask Us to keep information about the Child confidential. For example, You may ask Us to not use photographs of the Child in promotional material or ask Us to keep the fact that the Child is on the Nursery roll confidential. If the Parents would like information about the Child to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
- 5.14 **Nursery's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Nursery does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

6 Health and medical matters

- 6.1 **Infectious and contagious diseases:** The Child will not be accepted into the Nursery with an infectious or contagious disease and must not return to the Nursery until medically fit. The Nursery reserves the right to send the Child home if they become unwell whilst under the Nursery's care. The Parents must provide the Nursery with a daytime contact number.
- 6.2 **Medicine:** With the exception of 'Calpol', the Nursery cannot administer any medicine to the Child unless prescribed by a doctor. 'Calpol' will only be administered if the Child has a temperature and if the Nursery holds a consent form signed by the Parents to enable it to do

so. The Nursery will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, the Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.

- 6.3 **Medical information:** Throughout the Child's time as a member of the Nursery, the Head shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, "need to know" basis.
- 6.4 **First aid provision:** The Parents consent to the Child receiving first aid treatment as and when necessary from an appropriately qualified person.
- 6.5 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Child's welfare, and if the Parents or a second emergency contact cannot be contacted in time.

7 **Cancellation and withdrawal**

- 7.1 **Notice:** means one Term's written notice given by:

7.1.1 both Parents; or

7.1.2 one of the Parents with the prior written consent of the other Parent; and

7.1.3 in either case the prior written consent of any other person with parental responsibility where appropriate;

delivered to and actually received by the Head before the first day of the Term. No other notice will suffice. The Parents should contact the Head if no acknowledgement of the Notice is received from the Nursery within seven days of the date of the Notice.

- 7.2 **Cancellation:** means the cancellation of a place at the Nursery which has been accepted by the Parents and which occurs before the Child enters the Nursery or where the Child does not enter the Nursery. Please see clause 3.3 for details of when Entry to the Nursery occurs.
- 7.3 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the Nursery staff during the contractual process, the Parents have the right to cancel this agreement at any time within 14 days of the day after we received your completed and signed acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the Nursery has provided any educational services under this agreement. Information about the right to cancel and how to cancel is set out in the Nursery's cancellation notice and form published on the Nursery website.
- 7.4 **Cancelling acceptance:** If the Parents give less than one Term's Notice of Cancellation, one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, will be payable as a debt. If the Parents give more than one Term's Notice the Nursery will limit the Parents' liability to the Acceptance Deposit held. The Acceptance Deposit should therefore only be paid once a firm decision to join the Nursery has been made. The Nursery relies on commitments given when accepting places to budget for income and expenditure

requirements each year. Cases of genuine hardship will be given special consideration on written request.

- 7.5 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to two weeks from the date of the acceptance form. If clause 7.2 applies the two week period starts when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the Nursery. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 7.6 **Withdrawal:** means the Withdrawal of the Child from the Nursery by the Parents with or without the Notice required under these terms and conditions at any time after the Child has entered the Nursery. Notice must be given before the Child is withdrawn (including places funded by a Nursery Education Grant) or one Term's Fees in lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request.
- 7.7 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from the Nursery, if, after consultation with the Parents, the Head is of the opinion that by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the Nursery, or if a Parent has treated the Nursery or members of its staff or any member of the Nursery community unreasonably. The Nursery is not obliged to provide notice under these circumstances. There will be no refund of Fees but the Acceptance Deposit will be returned and Fees in lieu of Notice would not be charged.
- 8 **General conditions**
- 8.1 **Data protection:** The Parents are asked to read the Nursery's privacy notice for parents and pupil privacy notice, enclosed with the letter of offer, before signing the acceptance form.
- 8.2 **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.
- 8.3 **Management:** It is our intention that these terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and children, and those of the Nursery community as a whole. We aim also to promote good order and discipline throughout our Nursery community and to ensure compliance with the law.
- 8.4 **Legal contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these terms and conditions, together with the letter of offer, the acceptance form and the Sessions and Fees List.
- 8.5 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
- 8.6 **Information for parents:** We provide parents of prospective pupils with information about the Nursery and the educational services we provide in good faith. This information may be contained in the Nursery's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they

should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the Nursery.

- 8.7 **Third party rights:** Only the Nursery and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 8.8 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- 8.9 **Jurisdiction:** This contract was made at the Nursery and it, together with each matter relating to the provision of nursery services by the Nursery, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Alpha Plus Group Limited trading as Wetherby Pembridge Minors, Holland Park Nursery School: a Company Limited by Shares
Registered in England, Company Number: 00438111
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